Postal Regulatory Commission Submitted 12/23/2020 2:35:10 PM

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BEFORE THE Acce POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268–0001

COMPETITIVE PRODUCT PRICES
INTERNATIONAL PRIORITY AIRMAIL,
INTERNATIONAL SURFACE AIR LIFT, COMMERCIAL EPACKET,
PRIORITY MAIL EXPRESS INTERNATIONAL,
PRIORITY MAIL INTERNATIONAL &
FIRST-CLASS PACKAGE INTERNATIONAL SERVICE WITH
RESELLER CONTRACT 2 (MC2020-175)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2020-199

NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING
MODIFICATION ONE TO INTERNATIONAL PRIORITY AIRMAIL,
INTERNATIONAL SURFACE AIR LIFT, COMMERCIAL EPACKET, PRIORITY MAIL
EXPRESS INTERNATIONAL, PRIORITY MAIL INTERNATIONAL & FIRST-CLASS
PACKAGE INTERNATIONAL SERVICE WITH RESELLER CONTRACT 2
NEGOTIATED SERVICE AGREEMENT

(December 23, 2020)

In Order No. 5572, the Postal Regulatory Commission (Commission) included International Priority Airmail, International Surface Air Lift, Commercial ePacket, Priority Mail Express International, Priority Mail International & First-Class Package International Service with Reseller Contract 2 (Agreement) within the competitive product list.¹

Attached to this notice, as Attachment 1, is a redacted version of Modification

One to the agreement that is the subject of the docket referenced above. The

modification revises Articles 2, 3, 8, 14, 20, 22 and 34 of the Agreement, changes

¹ PRC Order No. 5572, Order Adding International Priority Airmail, International Surface Air Lift, Commercial ePacket, Priority Mail Express International, Priority Mail International, and First-Class Package International Service with Reseller Contracts to the Competitive Product List, Docket Nos. MC2020-175 and CP2020-199, June 30, 2020, at 8-12.

Article 20 so that the Agreement will remain in effect until February 28, 2023, and adds Annexes 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A and 9A to the Agreement. In addition, the certified statement required by 39 C.F.R. § 3035.105(c)(2) is included with this filing, as Attachment 2. With the exception of the two redacted Excel files that the Postal Service is including with this filing, the revised supporting financial documents filed under seal with this filing are very similar to the financial documents that were included in the Postal Service's initial notice in this docket.² Therefore, with the exception of the two redacted Excel files that the Postal Service is including with this filing, the Postal Service requests that the Commission consider the redacted versions of the supporting financial documents included in the Postal Service's initial filing in this docket as representative of the revised supporting financial documents filed under seal with this filing.³

The Postal Service is filing under seal Modification One, as well as revised supporting financial documents, in separate Excel files, for the contract that is the subject of this docket. With respect to the non-public versions of Modification One and revised supporting financial documents filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its initial notice in this docket. In addition, the Postal Service recently provided notice to all

² USPS Request to Add International Priority Airmail, International Surface Air Lift, Commercial ePacket, Priority Mail Express International, Priority Mail International & First-Class Package International Service with Reseller Contract 2 to Competitive Product List and Notice of Filing Materials Under Seal, Docket Nos. MC2020-175 and CP2020-199, June 15, 2020.

³ The revised supporting financial documents include an updated Settlement Charge Workbook, which was included in the Response of the United States Postal Service to Chairman's Information Request No. 1, Docket No. CP2020-198, December 23, 2020.

foreign postal operators within the Universal Postal Union network through an International Bureau Circular issued on December 21, 2020, that the Postal Service will be regularly submitting certain business information to the Commission. Some UPU-designated foreign postal operators may have a proprietary interest in such information. The circular includes information on how third parties may address any confidentiality concerns with the Commission.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

Anthony F. Alverno Chief Counsel Global Business and Service Development Corporate and Postal Business Law Section

Christopher C. Meyerson Mariana Moguel Resendiz Rebecca E. Brown Attorneys

475 L'Enfant Plaza, S.W. Rm. 6125 Washington, D.C. 20260-1101 (202) 268-7820 Mariana.MoguelResendiz@usps.gov December 23, 2020

MODIFICATION ONE TO THE GLOBAL PLUS SERVICE AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND

This Modification amends the Global Plus Service Agreement ("Agreement") between ("Contractholder"), with offices at States Postal Service ("USPS" or "Postal Service"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Contractholder on June 7, 2020, and by the USPS on June 8, 2020, and incorporates by reference the terms identified in the Agreement on Assignment, signed by RR Donnelley Logistics Services Worldwide, Inc. ("Assignor") on November 13, 2020, by ePost Global LLC ("Assignee") on November 11, 2020, and by the USPS on November 13, 2020. The Contractholder and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following eight changes to the Agreement.

First, the following paragraphs (29), (30), and (31) are added to Article 2.

(29) "IPA Presort Drop Shipment Pallet Option Preparation Requirements Document" means the USPS document entitled *IPA Presort Drop Shipment Pallet Option Mailer Preparation Requirements*, which the USPS shall provide the Mailer. (30) "ISAL Presort Drop Shipment Pallet Option Preparation Requirements Document" means the USPS document entitled *ISAL Presort Drop Shipment Pallet Option Mailer Preparation Requirements*, which the USPS shall provide the Mailer. (31) "Modification One Effective Date" means the first date on which USPS is willing to accept Qualifying Mail in accordance with Modification One to this Agreement.

Second, Article 3(4) is replaced with the following:

(4) IPA and ISAL

☑ IPA Flats

Every IPA item must comply with the preparation requirements set forth in IMM 292 for International Priority Airmail service, as well as the IPA Presort Drop Shipment Pallet Option Preparation Requirements Document.

☑ ISAL Flats

Every ISAL item must comply with the preparation requirements set forth in IMM 293 for International Surface Air Lift service, as well as the ISAL Presort Drop Shipment Pallet Option Preparation Requirements Document.

(a) M-bags

☑ IPA M-bags

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Every IPA M-bag item must comply with the preparation requirements set forth in IMM 260 and 292 for direct sacks of printed matter to a single addressee at a single address, as well as the IPA Presort Drop Shipment Pallet Option Preparation Requirements Document.

Every ISAL M-bag item must comply with the preparation requirements set forth in IMM 260 and 293 for direct sacks of printed matter to a single addressee at a single address, as well as the ISAL Presort Drop Shipment Pallet Option Preparation Requirements Document.

Third, the following paragraphs (7) and (8) are added to Article 8.

(7) Until 11:59 p.m. on the day prior to Modification One Effective Date, the Mailer will continue to pay postage according to Annex 1, Annex 2, Annex 3, Annex 4 and Annex 5. (8) From Modification One Effective Date until the expiration date of this Agreement, the Mailer will pay postage according to Annex 1A, Annex 2A, Annex 3A, Annex 4A and Annex 5A attached hereto, subject to the terms and conditions of this Agreement, including Article 22.

Fourth, the following paragraphs (a) and (b) are added to Article 14(1).

(a) Until 11:59 p.m. on the day prior to Modification One Effective Date, the Reseller will continue to pay postage according to Annex 6, Annex 7 and Annex 8. (b) From Modification One Effective Date until the expiration date of this Agreement, the Reseller will pay postage according to Annex 6A, Annex 7A and Annex 8A attached hereto, subject to the terms and conditions of this Agreement, including Article 22.

Fifth, Article 20(1) of the Agreement is replaced with the following.

20. Term of the Agreement (1) The USPS will notify the Contractholder of the Effective Date of the Agreement within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. In addition, the USPS will notify the Contractholder of the Modification One Effective Date as soon as possible, but no later than thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. The Agreement shall remain in effect until February 28, 2023, unless terminated sooner pursuant to Article 21, Article 32, or Article 43.

Sixth, Article 22 is replaced with the following.

22. Postage Updates (1) The prices for IPA, ISAL, IPA M-bags and ISAL M-bags in the Annexes of this Agreement will be adjusted as follows: (a) In the event that the published postage rates for IPA and/or IPA M-bags should change one or more times after Modification One Effective Date,

(b) In the event that the published postage rates for ISAL and/or ISAL M-bags should change one or more times after Modification One Effective Date,

(c) If USPS maintains or decreases published rates of general applicability for IPA and/or ISAL as part of a published price change, as calculated by the USPS,

(2) With respect to the prices for Commercial ePacket in the Annexes of this Agreement, should the published postage rates for IPA change one or more times after Modification One Effective Date, the prices for CeP under this Agreement

If USPS maintains or decreases published rates of general applicability for IPA as part of a published price change, as calculated by the USPS,

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Seventh, Article 34 of the Agreement is revised to state the following.

34. Notices. (1) All notices or demands required by this Agreement shall be sufficient if delivered personally or mailed via Priority Mail Express to the following individuals: (a) To the United States Postal Service: Managing Director; Global Business; United States Postal Service; 475 L'Enfant Plaza SW Room 5012; Washington, DC 20260-4016; (b) To the Contractholder:

or via e-mail to the United States Postal Service at: icmusps@usps.gov and to the Contractholder at:

(2) The Contractholder hereby agrees to provide the USPS with updates to the contact information in Paragraph 1 of this Article.

Eighth, Annexes 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A and 9A attached to this Modification are added to the Agreement. All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Contractholder prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Contractholder acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in docketed proceedings (MC2020-175 and CP2020-199). The Contractholder authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Contractholder further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, http://www.prc.gov. In addition, the USPS may be required to file information in connection with this Modification (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR202#, in

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which "202#" signifies the USPS fiscal year to which the ACR pertains. The Contractholder has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found in part 3011 of the regulations concerning the Commission in Title 39 of the Code of Federal Regulations.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature:	Ponald Ross
Name:	Donald Ross
Title:	Director International Sales
Date	12/10/2020
ON BEHALF OF	
Signature:	
Name:	
Title:	
Date:	12/9/2020

CONTRACTHOLDER AS "MAILER" ANNEXES

MAILER PMEI ANNEX - PRICES FOR PRIORITY MAIL EXPRESS

ANNEX 2A MAILER PMI ANNEX - PRICES FOR PRIORITY MAIL INTERNATIONAL

ANNEX 3A MAILER FCPIS ANNEX - PRICES FOR FIRST CLASS PACKAGE INTERNATIONAL SERVICE

ANNEX 4A MAILER IPA AND ISAL ANNEX - PRICES FOR INTERNATIONAL PRIORITY AIRMAIL SERVICE AND INTERNATIONAL PRIORITY AIRMAIL SERVICE

ANNEX 5A MAILER CeP ANNEX - PRICES FOR COMMERCIAL E-PACKET SERVICE

CONTRACTHOLDER AS "RESELLER" ANNEXES

ANNEX 6A RESELLER PMEI ANNEX - PRICES FOR PRIORITY MAIL EXPRESS INTERNATIONAL

ANNEX 7A RESELLER PMI ANNEX - PRICES FOR PRIORITY MAIL INTERNATIONAL

ANNEX 8A RESELLER FCPIS ANNEX - PRICES FOR FIRST-CLASS PACKAGE

INTERNATIONAL SERVICE

ANNEX 9A PMEI, PMI, AND FCPIS REQUIREMENTS ANNEX - REQUIREMENTS TO

RECEIVE DISCOUNT OFF OF PUBLISHED COMMERCIAL BASE PRICES FOR

PRIORITY MAIL EXPRESS INTERNATIONAL AND PRIORITY MAIL

INTERNATIONAL

INTERNATIONAL

FIRST-CLASS PACKAGE INTERNATIONAL SERVICE

THAT ARE

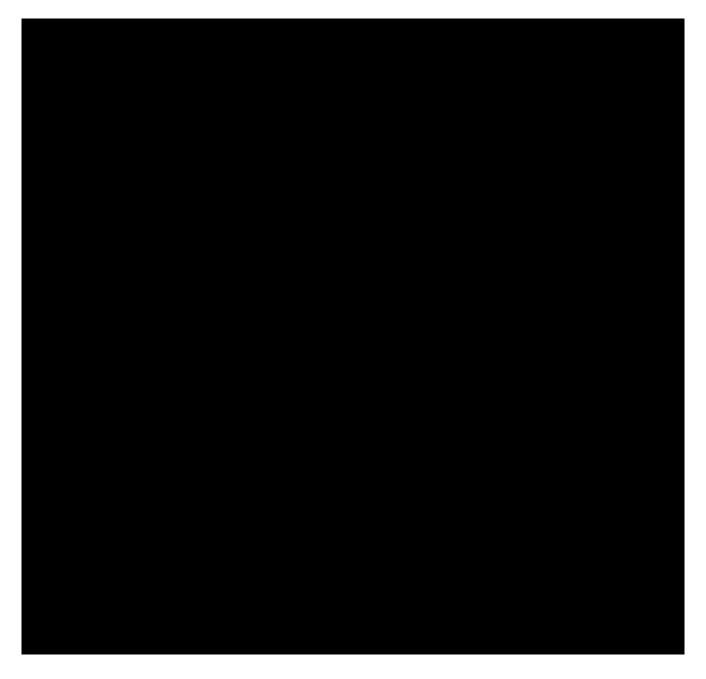
- PRESORT DROP SHIPMENT SERVICE <u>PRESORTED AND</u> <u>TENDERED AT A USPS INTERNATIONAL SERVICE CENTER (ISC)</u>
- DROPSHIP SERVICE <u>TENDERED AT A USPS INTERNATIONAL</u> SERVICE CENTER (ISC)
- NATIONWIDE SERVICE TENDERED AT LOCATIONS OTHER THAN THOSE SPECIFIED IN THIS ANNEX FOR PRESORT DROP SHIPMENT ITEMS OR DROPSHIP ITEMS

ANNEX 1A

AND FOR

ANNEX 1A MAILER PMEI ANNEX – CONTRACTHOLDER AS "MAILER" PRICES FOR PRIORITY MAIL EXPRESS INTERNATIONAL QUALIFYING MAIL

Postage prices for Priority Mail Express International Qualifying Mail items under this Agreement are as follows.



ANNEX 2A MAILER PMI ANNEX – CONTRACTHOLDER AS "MAILER" PRICES FOR PRIORITY MAIL INTERNATIONAL QUALIFYING MAIL

Postage prices for Priority Mail Qualifying Mail items under this Agreement are as follows.

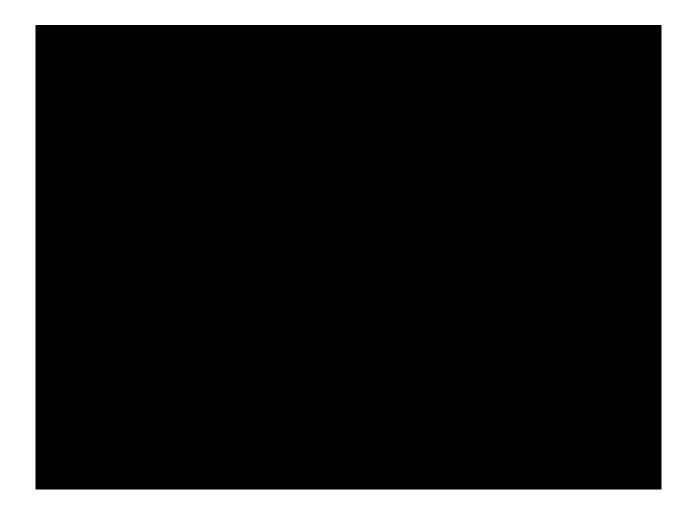


ANNEX 3A MAILER FCPIS ANNEX – CONTRACTHOLDER AS "MAILER" PRICES FOR FIRST-CLASS PACKAGE INTERNATIONAL SERVICE QUALIFYING MAIL

Postage prices for First-Class Package International Service Qualifying Mail items under this Agreement are as follows.



ANNEX 4A MAILER IPA AND ISAL ANNEX – CHART 1 PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS "MAILER" FOR INTERNATIONAL PRIORITY AIRMAIL SERVICE: LETTERS AND POSTCARDS



ANNEX 4A MAILER IPA AND ISAL ANNEX - CHART 2 PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS "MAILER" FOR INTERNATIONAL PRIORITY AIRMAIL SERVICE: FLATS



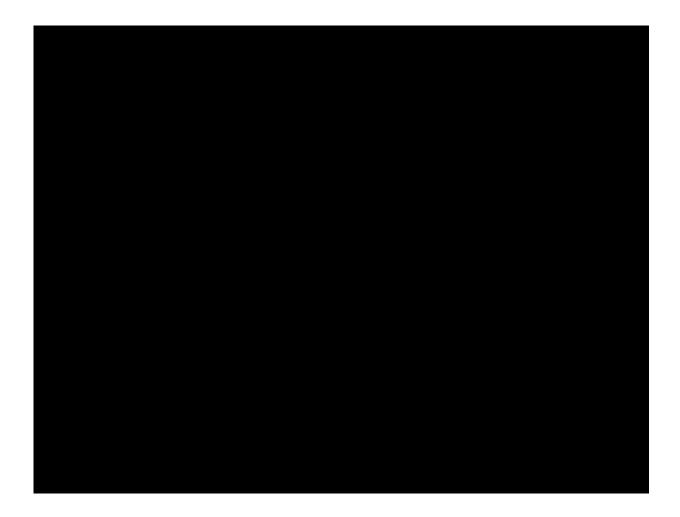
ANNEX 4A MAILER IPA AND ISAL ANNEX – CHART 3 PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS "MAILER" FOR INTERNATIONAL PRIORITY AIRMAIL SERVICE: PACKETS



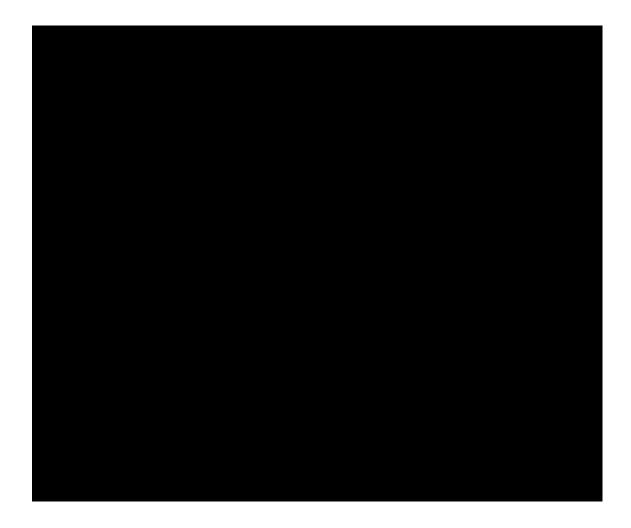
ANNEX 4A MAILER IPA AND ISAL ANNEX - CHART 4 PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS "MAILER" FOR INTERNATIONAL PRIORITY AIRMAIL SERVICE: M-BAGS



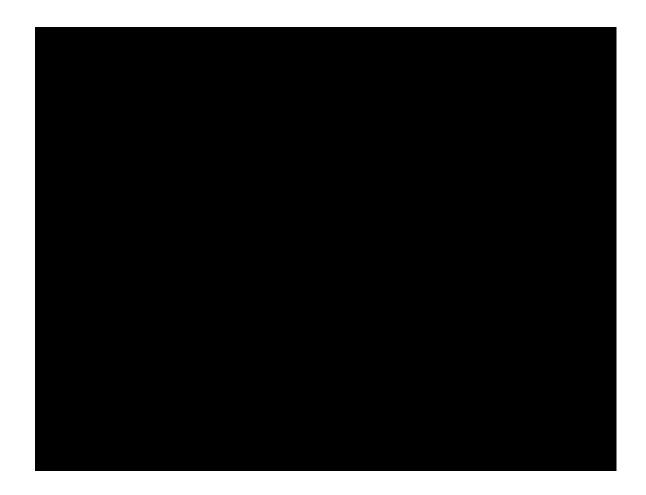
ANNEX 4A MAILER IPA AND ISAL ANNEX - CHART 5 PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS "MAILER" FOR INTERNATIONAL SURFACE AIR LIFT SERVICE: LETTERS AND POSTCARDS



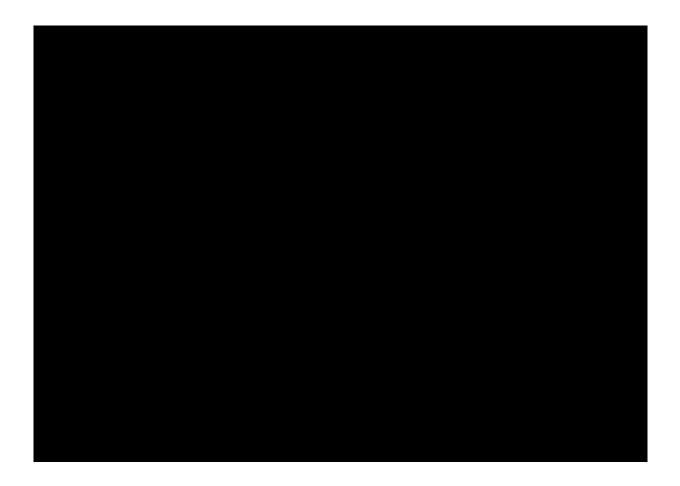
ANNEX 4A MAILER IPA AND ISAL ANNEX - CHART 6 PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS "MAILER" FOR INTERNATIONAL SURFACE AIR LIFT SERVICE: FLATS



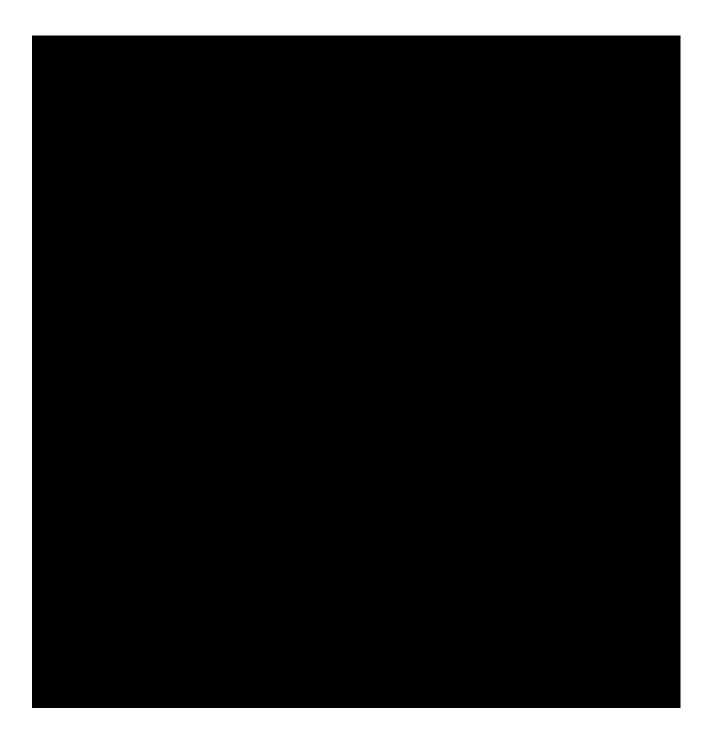
ANNEX 4A MAILER IPA AND ISAL ANNEX - CHART 7 PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS "MAILER" FOR INTERNATIONAL SURFACE AIR LIFT SERVICE: PACKETS



ANNEX 4A MAILER IPA AND ISAL ANNEX - CHART 8 PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS "MAILER" FOR INTERNATIONAL SURFACE AIR LIFT SERVICE: M-BAGS

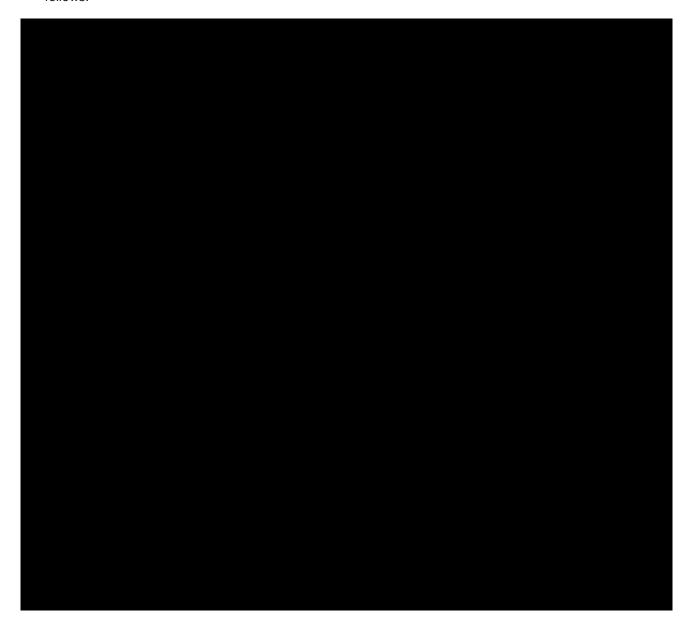


ANNEX 5A MAILER CeP ANNEX PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS "MAILER" FOR **COMMERCIAL EPACKET SERVICE**



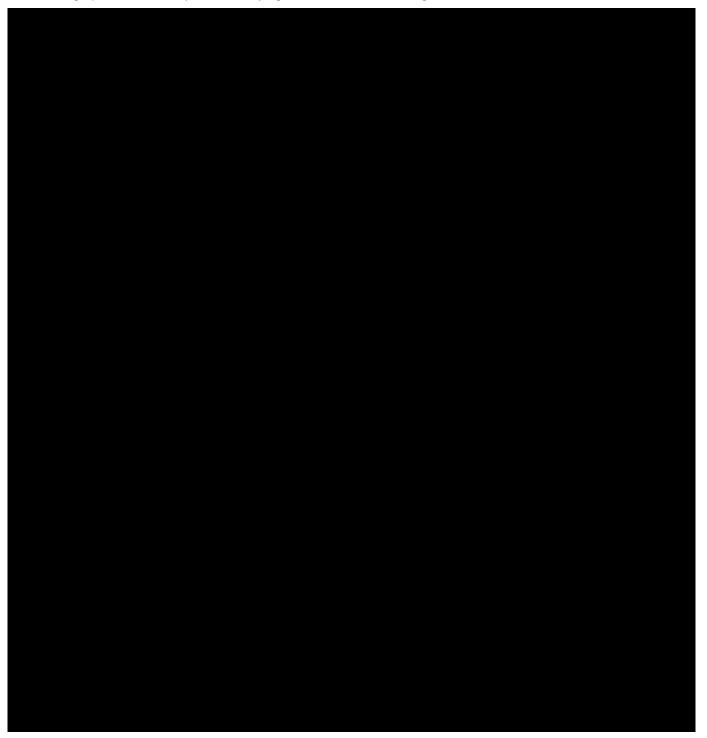
ANNEX 6A RESELLER PMEI ANNEX -**CONTRACTHOLDER AS "RESELLER"** PRICES FOR PRIORITY MAIL EXPRESS INTERNATIONAL **QUALIFYING MAIL**

Postage prices for Priority Mail Express International Qualifying Mail items under this Agreement are as follows.



ANNEX 7A RESELLER PMI ANNEX -**CONTRACTHOLDER AS "RESELLER"** PRICES FOR PRIORITY MAIL INTERNATIONAL QUALIFYING MAIL

Postage prices for Priority Mail Qualifying Mail items under this Agreement are as follows.



ANNEX 8A RESELLER FCPIS ANNEX – CONTRACTHOLDER AS "RESELLER" PRICES FOR FIRST-CLASS PACKAGE INTERNATIONAL SERVICE QUALIFYING MAIL

Postage prices for First-Class Package International Service Qualifying Mail items under this Agreement are as follows.



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ANNEX 9A PMEI, PMI, AND FCPIS REQUIREMENTS ANNEX CONCERNING PRESORT DROP SHIPMENT SERVICE -

REQUIREMENTS TO RECEIVE DISCOUNT OFF OF PUBLISHED COMMERCIAL BASE PRICES FOR PRIORITY MAIL EXPRESS INTERNATIONAL AND PRIORITY MAIL INTERNATIONAL

AND FOR FIRST-CLASS PACKAGE INTERNATIONAL SERVICE THAT ARE PRESORTED AND TENDERED AT A USPS INTERNATIONAL SERVICE CENTER (ISC)



- paid for through a separate permit imprint using USPS-provided Global Shipping Software (GSS) that is not used for any other type of mail than Qualifying Mail that meets the requirements set forth in this Agreement;
- 3.
- 4. tendered to the USPS at any of the following USPS International Service Center locations:
 - JOHN F KENNEDY AIRPORT MAIL CENTER
 US POSTAL SERVICE
 JOHN F KENNEDY INTERNATIONAL AIRPORT BLDG 250
 JAMAICA NY 11430-9998
 - JT WEEKER INTERNATIONAL SERVICE CENTER US POSTAL SERVICE 11600 WEST IRVING PARK ROAD CHICAGO IL 60666-9998
 - LOS ANGELES INTERNATIONAL SERVICE CENTER US POSTAL SERVICE 5800 WEST CENTURY BLVD LOS ANGELES CA 90009-9998
 - SAN FRANCISCO INTERNATIONAL SERVICE CENTER US POSTAL SERVICE 660 WEST FIELD ROAD SAN FRANCISCO CA 94128-3161
 - MIAMI INTERNATIONAL SERVICE CENTER¹
 US POSTAL SERVICE
 11698 NW 25TH ST
 MIAMI FL 33112-9997
 - MIAMI PROCESSING AND DISTRIBUTION CTR²
 U.S. POSTAL SERVICE
 2200 NW 72ND AVE
 MIAMI FL 33152-9997



ANNEX 9A PMEI, PMI, AND FCPIS REQUIREMENTS ANNEX CONCERNING DROPSHIP SERVICE -

REQUIREMENTS TO RECEIVE DISCOUNT OFF OF PUBLISHED COMMERCIAL BASE PRICES FOR PRIORITY MAIL EXPRESS INTERNATIONAL AND PRIORITY MAIL INTERNATIONAL

THAT ARE TENDERED AT A USPS INTERNATIONAL SERVICE CENTER (ISC)



JOHN F KENNEDY AIRPORT MAIL CENTER US POSTAL SERVICE JOHN F KENNEDY INTERNATIONAL AIRPORT BLDG 250 JAMAICA NY 11430-9998

JT WEEKER INTERNATIONAL SERVICE CENTER US POSTAL SERVICE 11600 WEST IRVING PARK ROAD CHICAGO IL 60666-9998

LOS ANGELES INTERNATIONAL SERVICE CENTER US POSTAL SERVICE 5800 WEST CENTURY BLVD LOS ANGELES CA 90009-9998

SAN FRANCISCO INTERNATIONAL SERVICE CENTER US POSTAL SERVICE 660 WEST FIELD ROAD SAN FRANCISCO CA 94128-3161

MIAMI INTERNATIONAL SERVICE CENTER¹ US POSTAL SERVICE 11698 NW 25TH ST MIAMI FL 33112-9997

MIAMI PROCESSING AND DISTRIBUTION CTR² U.S. POSTAL SERVICE 2200 NW 72ND AVE MIAMI FL 33152-9997



Attachment 1 to Postal Service Notice PRC Docket No. CP2020-199

ANNEX 9A PMEI, PMI, AND FCPIS REQUIREMENTS ANNEX **CONCERNING NATIONWIDE SERVICE -**

REQUIREMENTS TO RECEIVE DISCOUNT OFF OF PUBLISHED COMMERCIAL BASE PRICES FOR PRIORITY MAIL EXPRESS INTERNATIONAL AND PRIORITY MAIL INTERNATIONAL

AND FOR FIRST-CLASS PACKAGE INTERNATIONAL SERVICE **THAT ARE** TENDERED AT LOCATIONS OTHER THAN THOSE SPECIFIED IN THIS ANNEX FOR PRESORT DROP SHIPMENT ITEMS OR DROPSHIP ITEMS



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Attachment 2 to Postal Service Notice PRC Docket No. CP2020-199

Certification of Prices for

International Priority Airmail, International Surface Air Lift, Commercial ePacket, Priority Mail Express International, Priority Mail International &

First-Class Package International Service with Reseller Contract 2

I, Steven R. Phelps, Manager, Regulatory Reporting and Cost Analysis,

Finance Department, United States Postal Service, am familiar with the prices

and terms for International Priority Airmail, International Surface Air Lift,

Commercial ePacket, Priority Mail Express International, Priority Mail

International & First-Class Package International Service with Reseller Contract

2. The prices and terms contained in this contract were established by the

Decision of the Governors of the United States Postal Service on the

Establishment of Prices and Classifications for Domestic Competitive

Agreements, Outbound International Competitive Agreements, Inbound

International Competitive Agreements, and Other Non-Published Competitive

Rates, adopted February 7, 2019 (Governors' Decision No. 19-1).

I hereby certify, based on the financial analysis provided herewith, that the

prices are in compliance with 39 U.S.C § 3633 (a)(1), (2), and (3). They are

expected to cover attributable costs. There should therefore be no subsidization

of competitive products by market dominant products. This contract should not

impair the ability of competitive products on the whole to cover an appropriate

share of institutional costs.

Steven Phelps Digitally signed by Steven Phelps Date: 2020.12.23 09:18:34 -05'00'

Steven R. Phelps